

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

GEORGE ALTER,

Plaintiff

v.

UNITED OF OMAHA LIFE
INSURANCE COMPANY,

Defendant.

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CIVIL ACTION NO.

**INDEX OF PLEADINGS, ANSWERS TO PLEADINGS, PROCESS,
AND ORDERS FROM STATE COURT ACTION**

The following is an index of the pleadings, answers to pleadings, process, and orders entered by the state court in as Cause No. 2017-CI-13831; *George Alter v. United of Omaha Life Insurance Company*; In the 438TH Judicial District Court of Bexar County, Texas:

NO.	NAME OF DOCUMENT	DATE FILED
1.	Docket Sheet	9-5-17
2.	Plaintiff's Original Petition and Request for Disclosure	7-31-17
3.	Original Answer of United of Omaha Life Insurance Company	9-5-17



Case #2017CI13831

Name: GEORGE ALTER

Date Filed : 07/31/2017

Case Status : PENDING

Litigant Type : PLAINTIFF

Court : 438

Docket Type : INSURANCE

Business Name :

Style : GEORGE ALTER

Style (2) : vs UNITED OF OMAHA LIFE INSURANCE COMPANY

Attachment 1

Case History

Currently viewing 1 through 5 of 5 records

Sequence	Date Filed	Description
P00004	9/5/2017	ORIGINAL ANSWER OF UNITED OF OMAHA LIFE INSURANCE COMPANY
S00001	8/2/2017	CITATION UNITED OF OMAHA LIFE INSURANCE COMPANY ISSUED: 8/2/2017 RECEIVED: 8/4/2017 EXECUTED: 8/8/2017 RETURNED: 8/10/2017
P00003	7/31/2017	JURY FEE PAID
P00002	7/31/2017	SERVICE ASSIGNED TO CLERK 4
P00001	7/31/2017	PETITION WJD

NO. **2017CI13831**

GEORGE ALTER

vs.

UNITED OF OMAHA LIFE
INSURANCE COMPANY

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IN THE DISTRICT COURT

438 JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION
AND REQUEST FOR DISCLOSURE**

Plaintiff, GEORGE ALTER, files this suit for damages against Defendant, UNITED OF OMAHA LIFE INSURANCE COMPANY, as follows:

Discovery Level

1. Discovery shall be conducted pursuant to Level 2 as set forth in Texas Rule of Civil Procedure 190.3. Plaintiff's claim at this time is for more than \$200,000.00, but less than \$1 million.

Parties, Jurisdiction, and Venue

2. Plaintiff, George Alter, is a natural person residing in Bexar County, Texas.
3. Defendant, United of Omaha Life Insurance Company, is duly registered to do business and sell insurance policies with the Texas Department of Insurance. Defendant, United of Omaha Life Insurance Company, may be served through its designated place for service through the Department of Insurance by serving Corporation Service Company at 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218.
4. All acts or omissions giving rise to Plaintiff's causes of action have occurred in Bexar County, Texas, and therefore jurisdiction and venue are proper.

Factual Background

5. In July of 1996, United of Omaha Life Insurance Company issued an insurance policy numbered UA6807931, called a Preferred Universal Life, to George Alter. Mr. Alter has faithfully paid his premiums on time as per the requirements of the insurance policy.

6. At the time Mr. Alter purchased the policy he was roughly 73 years of age and is now 93. At the Insured's age of 93, United of Omaha Life Insurance Company began charging and demanding on short notice abnormally large premium payments. For instance, in September of 2016 United of Omaha Life Insurance Company sent Mr. Alter a premium bill for \$6,463.47 and stated that if this premium was not paid by the end of November 2016 his policy would be cancelled. This is highly unusual because the premium and payment plans set out in the original policy (of which Mr. Walter still maintains a copy) only requires premium payments of \$512.96 per month. Mr. Alter had no choice but to pay the full amount in order to preserve his death benefits under the policy of \$110,000.00.

7. This was not the only time that United of Omaha Life Insurance Company surprised and extorted money out of Mr. Alter that is not permitted in the policy. Again, on March 31, 2107 United of Omaha Life Insurance Company sent Mr. Alter another demand for \$4,944.85 and threatened to cancel the policy on May 1, 2017 if he did not pay that amount. Again, Mr. Alter had no option but to pay the amount to preserve his death benefits.

8. On several occasions Mr. Alter requested from United of Omaha Life Insurance Company an explanation as to why the policy premiums were increased \$10,000.00 in the period of just one year. United of Omaha Life Insurance Company failed and refused to

respond in any constructive and meaningful way. United of Omaha Life Insurance Company's only response was that they were entitled to make adjustments; however, when asked where in the policy these adjustments are allowed, United of Omaha Life Insurance Company could not point out where they were entitled to these rate increases or how they calculated these rate increases.

First Cause of Action: Breach of Contract

9. Plaintiff incorporates the facts set forth above and now sues United of Omaha Life Insurance Company for breach of contract. Mr. Alter had a valid existing contract with Defendant, faithfully performed his obligations under the contract, and United of Omaha Life Insurance Company has breached this contract by extorting additional premiums not owed to it from a 93 year old World War II veteran who served in the 101st Airborne in combat in the European Theatre. Plaintiff has been damaged in excess of the minimal jurisdictional limits of this court for which he now sues.

Second Cause of Action: Violations of the Deceptive Trade Practices Act ("DTPA")

10. United of Omaha Life Insurance Company violated the DTPA. More specifically, Defendant did this knowingly by making false and misleading statements as to the reason for the increase in premiums and then had the audacity to threaten to cancel Mr. Alter's policy if he did not come up with payments in excess of ten times his normal \$512.96 monthly premium that he had been paying for 20 years. Mr. Alter is a consumer of this Defendant's insurance policy and their actions were the producing cause of his damages which are the increase in premium payments in excess of \$10,000.00 over a one year period. Mr. Alter now brings suit for these violations of the DTPA. Further, Mr. Alter brings suit for enhanced

damages as he is entitled to under the DTPA, as well as mandatory attorney's fees for this Defendant's violations of the DTPA.

Third Cause of Action: Violations of Chapter 541 of the Insurance Code

11. United of Omaha Life Insurance Company engaged in unlawful practices under the Insurance Code by make unfair and deceptive statements that were untrue about material facts concerning Mr. Alter's premium payments. United of Omaha Life Insurance Company also failed to disclose why after 20 years it decided to raise the premiums and has failed to give an accounting or show the means and methods by which the policy allows such a rate increase to occur. United of Omaha Life Insurance Company's actions have caused damages in excess of the minimal jurisdictional limits of this court for which Plaintiff now sues. Further, Plaintiff sues for enhanced damages as allowed under the Insurance Code, as well as 18 percent per annum interest on all amounts owed to Plaintiff, and attorney's fees.

Attorney's Fees

12. Plaintiff claims attorney's fees as stated above that are mandatory for any violations of the DTPA, attorney's fees for violations of Chapter 541 of the Insurance Code, and attorney's fees under Chapter 38 for Defendant's breach of contract.

Request for Disclosure

13. NOTICE TO DEFENDANT: "Pursuant to Tex.R.Civ.P. 194, you are requested to disclose, within fifty (50) days of service of this request, the information or material described in Tex.R.Civ.P. 194.2."

Jury Demand

14. Plaintiff hereby demands trial by jury and tenders the appropriate fee.

WHEREFORE, Plaintiff prays the court enter judgment in his favor and award all damages he is so justly entitled to at law or in equity, to include actual damages, enhanced damages, exemplary damages, attorney's fees, and pre- and post-judgment interest at the highest rate allowed by law.

Respectfully submitted,

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CAUSE NO. 2017-CI-13831

GEORGE ALTER,	§	IN THE DISTRICT COURT
	§	
	§	
V.	§	438 TH JUDICIAL DISTRICT
	§	
UNITED OF OMAHA LIFE	§	
INSURANCE COMPANY	§	BEXAR COUNTY, TEXAS

**DEFENDANT UNITED OF OMAHA LIFE INSURANCE COMPANY'S
ORIGINAL ANSWER TO PLAINTIFF'S ORIGINAL PETITION**

COMES NOW, Defendant United of Omaha Life Insurance Company ("United of Omaha;" "Defendant"), and files this, its Original Answer to Plaintiff's Original Petition, and respectfully shows the Court as follows:

I.

GENERAL DENIAL

1. Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendant generally denies each and every allegation in Plaintiff's Original Petition and any amendments thereto and demand strict proof thereof pursuant to the applicable burden of proof.

II.

AFFIRMATIVE DEFENSES

Subject to the foregoing, Defendant United of Omaha Insurance Company pleads, in addition thereto, the following affirmative defenses:

2. Plaintiff has failed to plead a claim for which relief may be granted.
3. Defendant asserts that all charges for premiums were properly made in accordance with the terms and conditions of Policy No. UA6807931 (the "Policy").

4. Plaintiff has failed to mitigate his damages, if any.

5. Any benefit determination made by Defendant with respect to Plaintiff's claims for benefits, if any, was proper and correct under the terms of the relevant Policy.

6. Alternatively, Plaintiff's damages, if any, were caused in whole or part by prior or subsequent acts not attributable to this Defendant.

7. Additionally, and in the alternative, Defendant asserts that Plaintiff's damages, if any, were solely caused by the acts or omissions of third-parties over whom United of Omaha had no control or right of control, and for whom Defendant is not responsible at law. To the extent that Plaintiff suffered any injuries or damages as a result of such parties, such conduct was the intervening and superseding cause of any such damages, which conduct breaks the causal chain between Defendant and the event sued upon. Defendant asks the jury to determine the percentage of responsibility of each person or entity, whether or not joined in this lawsuit, for the injuries and damages about which Plaintiff complains.

8. The DTPA claim filed against United of Omaha by Plaintiff is groundless in law or fact, brought in bad faith, and/or brought for the purpose of harassment. United of Omaha seeks recovery of its reasonable and necessary attorney's fees under TEX. BUS. & COM. CODE § 17.5(c).

9. Defendant reserves the right to amend its Answer and Affirmative Defenses as may be applicable during the course of this litigation.

III.

WHEREFORE, Defendant United of Omaha Life Insurance Company prays that Plaintiff take nothing by reason of the allegations being made against this Defendant, and that Defendant

be granted its attorney's fees and costs as well as such other and further relief to which it is justly entitled, whether in law or in equity.

Respectfully submitted,

**WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP**

By: /s/ Linda P. Wills
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**ATTORNEYS FOR DEFENDANT
UNITED OF OMAHA LIFE INSURANCE COMPANY**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing **Defendant United of Omaha's Original Answer to Plaintiff's Original Petition** has been forwarded to all attorneys of record in accordance with the Texas Rules of Civil Procedure, on this 5th day of September, 2017.

Via Fax & E-File
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/s/ Marjorie L. Cohen
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